EXHIBIT

A

NEW YORK STATE
DEPARTMENT of FINANCIAL SERVICES

Andrew M. Cuomo
Governor

Maria T. Vullo
Superintendent

STATE OF NEW YORK
Supreme Court, County of NASSAU

607750/2016

Robert Yuhas Plaintiff(s)

against

Defendant(s)

Liberty Life Assurance Company of Boston

RE :Liberty Life Assurance Company of Boston

Attorney for Plaintiff(s) and Defendant(s) please take notice as follows:

Attorney for Plaintiff(s) is hereby advised of acknowledgement of service upon this Department Summons and Complaint in the above entitled action on October 17, 2016 at Albany, New York. The $ 40.00 fee is also acknowledged.

Original to Attorney for Plaintiff(s):

James Sawyer, Esq.
390 North Broadway
Suite 200
Jericho, New York 11753

Persuant to the requirement of section 1212 of the Insurance Law, Defendant(s) is hereby notified of service as effected above. A copy of the paper is enclosed.

Duplicate to Defendant:

Corporation Service Company
Liberty Life Assurance Company of Boston
80 State Street
Albany, New York 12207-2543

Jacqueline Catalfamo

Jacqueline Catalfamo
Special Deputy Superintendent

Dated Albany, New York, October 17, 2016
576345

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NASSAU

Index No. 607750/2016

---X

ROBERT YUHAS,

Plaintiff,

-against-

LIBERTY LIFE ASSURANCE COMPANY OF BOSTON,

Defendant.

---X

Original Summons and Complaint filed with the Clerk of the Court on October 7, 2016

SUMMONS

Basis of Venue:
Defendant's address:
2 Jericho Plaza
Jericho, NY 11753

TO THE ABOVE NAMED DEFENDANT:

YOU ARE HEREBY SUMMONED to answer the complaint in this action and to serve a copy of your answer, or, if the complaint is not served with this summons, to serve a notice of appearance, on the Attorney for Plaintiff within 20 days after the service of this summons, exclusive of the day of service (or within 30 days after the service is complete if this summons is not personally delivered to you within the State of New York); and in case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

Dated: Jericho, New York
October 7, 2016

JAMES SAWYER, ESQ.
Attorney for Plaintiff
390 North Broadway, Ste. 200
Jericho, NY 11753
(516) 222-4567

Defendant's Address:
2 Jericho Plaza
Jericho, NY 11753

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NASSAU
--X

ROBERT YUHAS,

Plaintiff,

-against-

LIBERTY LIFE ASSURANCE COMPANY OF BOSTON,

Defendant.

--X

Index No. 607750/2016

COMPLAINT

Plaintiff, by James Sawyer, Esq., his attorney, complaining of the defendant, alleges the following, upon information and belief:

1. Defendant is a foreign corporation organized and existing under the laws of the state of New Hampshire.

2. Defendant maintains a place of business in Nassau County, New York.

3. Defendant is licensed to conduct insurance business in the state of New York.

4. Defendant issued group disability income policy number GF3-850-290449-01 (the "Policy"), naming Ryder System, Inc. as sponsor, which Policy was in effect prior to and on September 20, 2013 and remains in effect.

5. Plaintiff was an employee of Ryder System Inc. as of September 20, 2013.

6. On September 20, 2013, plaintiff sustained multiple, permanent, protracted and permanently disabling injuries in a motorcycle accident.

7. The injuries sustained by plaintiff in the September 20, 2013 accident included, but are not limited to the following: right lower extremity peroneal palsy and extensive soft tissue injury to the right leg; abnormal steppage gait making it difficult to walk, climb up or

down stairs, walk on uneven surfaces or stand for prolong periods; loss of sensation in the lateral leg below the knee; nerve damage preventing plaintiff from ever regaining a normal gait or ability to engage in prolonged standing; right foot drop; chronic pain; shoulder pain; leg fracture and hematomas; muscle skeletal injury to the left shoulder and right leg; depression; malaise and fatigue; insomnia; stress; pain under the right knee cap; lack of sleep; swelling in the right leg; joint pain, limitations of movement, numbness, stiffness and weakness; major depressive disorder of a chronic and symptomatic nature; inability to concentrate; broken shoulder; torn rotator cuff; and ankle injury.

8. In addition to the injuries sustained in the accident, as of February 17, 2016 and continuing to date, plaintiff has suffered from and continues to suffer from additional medical conditions, including hypertension, hyperlipidemia, fatty liver, anxiety, depression, herniated disc at C5-6, and compression fracture of Ll.

9. After satisfying the 150 day elimination period for long term benefits under the Policy, defendant approved and paid long term disability benefits commencing February 18, 2014 and ending February 17, 2016.

10. Defendant denied and failed to pay plaintiff continued long term disability benefits under the Policy notwithstanding that plaintiff continued and continues to remain permanently disabled from any occupation.

11. Plaintiff appealed the denial of continued long term benefits.

12. Defendant by letter dated September 14, 2016 denied plaintiff's appeal and maintained its decision to deny long term disability benefits for any period after February 17, 2016.

13. Defendant's denial of long term disability benefits, both the original denial and on appeal, was a material breach of its contractual obligations under the Policy, was not made in good faith, was an abuse of discretion and was arbitrary and capricious, including for the following reasons: plaintiff was in fact and remains unable to perform, with reasonable continuity, the material and substantial duties (including responsibilities normally required to be performed in any occupation and which cannot be reasonably eliminated or modified) of any occupation, and defendant had a conflict of interest concerning the original denial and denial of the appeal of the original denial of benefits.

14. By reason of the above, plaintiff was and is entitled to long term disability benefits under the policy after February 17, 2016 until plaintiff's 65th birthday – April 18, 2024.

15. Plaintiff is entitled to monthly benefits from on and after February 17, 2016 until his 65th birthday, the amount of which to date is not presently known, but is believed to be 60% of his basic monthly income as of September 20, 2013.

16. A justiciable controversy exists between the parties regarding plaintiff's entitlements under the Policy.

17. By reason of the above, plaintiff is entitled to his reasonably incurred attorneys fees and expenses in prosecuting this action.

WHEREFORE, plaintiff requests judgment against defendant as follows: declaring the rights and obligations of the parties under the Policy (including that plaintiff was and is entitled to disability payments after February 17, 2016 until his 65th birthday) in an amount equal to 60% of his basic monthly income as of September 20, 2013, interest at 9% per annum from the date each payment was due, his reasonably incurred attorney's fees in pursuing this action, the costs and disbursements of this action and such other and further relief as the Court deems proper.

Dated: Jericho, New York
October 7, 2016

James Sawyer, Esq.
Attorney for Plaintiff
390 N. Broadway, Suite 200
Jericho, NY 11753
(516) 222-4567

STATE OF NEW YORK)
) ss.:
COUNTY OF NASSAU)

The undersigned, an attorney admitted to practice in the courts of New York State, shows: I am the attorney of record for Plaintiff, in the within action; I have read the foregoing COMPLAINT, the same is true to my knowledge, except as to the matters therein stated to be alleged on information and belief, and that as to those matters I believe it to be true.

The grounds of my belief as to all matters not stated upon my knowledge are based upon conferences with my client and documentation in my possession.

This verification is made pursuant to CPLR §3020(d)(3) on the grounds that plaintiff resides in a county other than where the undersigned has an office.

The undersigned affirms that the foregoing statements are true, under the penalties of perjury.

Dated: Jericho, New York
October 7, 2016

JAMES SAWYER

SUPREME COURT OF THE STATE OF NEW
COUNTY OF NASSAU

Robert Yuhas

Plaintiff/Petition

Index 607750/2016

Liberty Life Assurance Company of Boston

Defendant/Responde

NOTICE OF COMMENCEMENT OF ACTION SUBJECT TO MANDATORY ELECTRONIC

PLEASE TAKE NOTICE that the matter captioned above has been commenced as an electronically filed case in the New York State Courts Electronic Filing System ("NYSCEF") as required by CPLR § 2111 and Uniform Rule § 202.5-bb (mandatory electronic filing). This notice is being served as required by that rule.

NYSCEF is designed for the electronic filing of documents with the County Clerk and the court and for the electronic service of those documents, court documents, and court notices upon counsel and unrepresented litigants who have consented to

Electronic filing offers significant benefits for attorneys and litigants, permitting papers to be filed with the County Clerk and the court and served on other parties simply, conveniently, and quickly. NYSCEF case documents are filed with the County Clerk and the court by filing on the NYSCEF Website, which can be done at any time of the day or night on any day of the week. The documents are served automatically on all consenting e-filers as soon as the document is uploaded to the website, which sends out

The NYSCEF System charges no fees for filing, serving, or viewing the electronic case record, nor does it charge any fees to print any filed documents. Normal filing fees must be paid, but this can be done on-line.

Parties represented by an attorney: An attorney representing a party who is served with this notice must either: 1) immediately record his or her representation within the e-filed matter on the NYSCEF site; or 2) file the Notice of Opt-Out form with the clerk of the court where this action is pending. Exemptions from mandatory e-filing are limited to attorneys who certify in good faith that they lack the computer hardware and/or scanner and/or internet connection or that they lack (along with all employees subject to their direction) the operational knowledge to comply with e-filing

Parties not represented by an attorney: Unrepresented litigants are exempt from efiling. They can serve and file documents in paper form and must be served with documents in paper form. However, an unrepresented litigant

For information on how to participate in e-filing, unrepresented litigants should contact the appropriate clerk in the court where the action was filed or visit www.nycourts.gov/efileunrepresented. Unrepresented litigants also are encouraged to visit www.nycourthelp.gov or contact the Help Center in the court where the action was filed. An unrepresented litigant who consents to e-filing may cease participation at any time. However, the other parties may continue to e-file their court documents in the case.

For additional information about electronic filing and to create a NYSCEF account, visit the NYSCEF website at www.nycourts.gov/efile or contact the NYSCEF Resource Center (phone: 646- 386-3033; e-mail: efile@nycourts.gov).

Dated 10/07/2016

Signature

JAMES SAWYER
Name

JAMES SAWYER ATTORNEY AT LAW
Firm Name

390 North Broadway, Suite 200
Address

Jericho, NY 11753
City, State, and Zip

516-222-4567
Phone

jsawyer@sawyerlaw.com
E-Mail

To: Liberty Life Assurance Company of Boston
2 Jericho Plaza
Jericho, NY 11753

9/3/15

Index No. 607750/2016
SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NASSAU

ROBERT YUHAS,

Plaintiff,

-against-

LIBERTY LIFE ASSURANCE COMPANY OF BOSTON,

Defendant.

SUMMONS and COMPLAINT

JAMES SAWYER, ESQ.
Attorney for Plaintiff
390 North Broadway, Suite 200
Jericho, NY 11753
(516) 222-4567
FAX (516) 222-4585

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NASSAU

Index No. 607750/2016

---X

ROBERT YUHAS,

Plaintiff,

-against-

LIBERTY LIFE ASSURANCE COMPANY OF BOSTON,

Defendant.

---X

Original Summons and Complaint filed with the Clerk of the Court on October 7, 2016

SUMMONS

Basis of Venue:
Defendant's address:
2 Jericho Plaza
Jericho, NY 11753

TO THE ABOVE NAMED DEFENDANT:

YOU ARE HEREBY SUMMONED to answer the complaint in this action and to serve a copy of your answer, or, if the complaint is not served with this summons, to serve a notice of appearance, on the Attorney for Plaintiff within 20 days after the service of this summons, exclusive of the day of service (or within 30 days after the service is complete if this summons is not personally delivered to you within the State of New York); and in case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

Dated: Jericho, New York
October 7, 2016

JAMES SAWYER, ESQ.
Attorney for Plaintiff
390 North Broadway, Ste. 200
Jericho, NY 11753
(516) 222-4567

Defendant's Address:
2 Jericho Plaza
Jericho, NY 11753

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NASSAU
---X

ROBERT YUHAS, Index No. 607750/2016

Plaintiff, COMPLAINT

-against-

LIBERTY LIFE ASSURANCE COMPANY OF BOSTON,

Defendant.

---X

Plaintiff, by James Sawyer, Esq., his attorney, complaining of the defendant, alleges the following, upon information and belief:

1. Defendant is a foreign corporation organized and existing under the laws of the state of New Hampshire.

2. Defendant maintains a place of business in Nassau County, New York.

3. Defendant is licensed to conduct insurance business in the state of New York.

4. Defendant issued group disability income policy number GF3-850-290449-01 (the "Policy"), naming Ryder System, Inc. as sponsor, which Policy was in effect prior to and on September 20, 2013 and remains in effect.

5. Plaintiff was an employee of Ryder System Inc. as of September 20, 2013.

6. On September 20, 2013, plaintiff sustained multiple, permanent, protracted and permanently disabling injuries in a motorcycle accident.

7. The injuries sustained by plaintiff in the September 20, 2013 accident included, but are not limited to the following: right lower extremity peroneal palsy and extensive soft tissue injury to the right leg; abnormal steppage gait making it difficult to walk, climb up or

down stairs, walk on uneven surfaces or stand for prolong periods; loss of sensation in the lateral leg below the knee; nerve damage preventing plaintiff from ever regaining a normal gait or ability to engage in prolonged standing; right foot drop; chronic pain; shoulder pain; leg fracture and hematomas; muscle skeletal injury to the left shoulder and right leg; depression; malaise and fatigue; insomnia; stress; pain under the right knee cap; lack of sleep; swelling in the right leg; joint pain, limitations of movement, numbness, stiffness and weakness; major depressive disorder of a chronic and symptomatic nature; inability to concentrate; broken shoulder; torn rotator cuff; and ankle injury.

8. In addition to the injuries sustained in the accident, as of February 17, 2016 and continuing to date, plaintiff has suffered from and continues to suffer from additional medical conditions, including hypertension, hyperlipidemia, fatty liver, anxiety, depression, herniated disc at C5-6, and compression fracture of Ll.

9. After satisfying the 150 day elimination period for long term benefits under the Policy, defendant approved and paid long term disability benefits commencing February 18, 2014 and ending February 17, 2016.

10. Defendant denied and failed to pay plaintiff continued long term disability benefits under the Policy notwithstanding that plaintiff continued and continues to remain permanently disabled from any occupation.

11. Plaintiff appealed the denial of continued long term benefits.

12. Defendant by letter dated September 14, 2016 denied plaintiff's appeal and maintained its decision to deny long term disability benefits for any period after February 17, 2016.

13. Defendant's denial of long term disability benefits, both the original denial and on appeal, was a material breach of its contractual obligations under the Policy, was not made in good faith, was an abuse of discretion and was arbitrary and capricious, including for the following reasons: plaintiff was in fact and remains unable to perform, with reasonable continuity, the material and substantial duties (including responsibilities normally required to be performed in any occupation and which cannot be reasonably eliminated or modified) of any occupation, and defendant had a conflict of interest concerning the original denial and denial of the appeal of the original denial of benefits.

14. By reason of the above, plaintiff was and is entitled to long term disability benefits under the policy after February 17, 2016 until plaintiff's 65th birthday – April 18, 2024.

15. Plaintiff is entitled to monthly benefits from on and after February 17, 2016 until his 65th birthday, the amount of which to date is not presently known, but is believed to be 60% of his basic monthly income as of September 20, 2013.

16. A justiciable controversy exists between the parties regarding plaintiff's entitlements under the Policy.

17. By reason of the above, plaintiff is entitled to his reasonably incurred attorneys fees and expenses in prosecuting this action.

WHEREFORE, plaintiff requests judgment against defendant as follows: declaring the rights and obligations of the parties under the Policy (including that plaintiff was and is entitled to disability payments after February 17, 2016 until his 65th birthday) in an amount equal to 60% of his basic monthly income as of September 20, 2013, interest at 9% per annum from the date each payment was due, his reasonably incurred attorney's fees in pursuing this action, the costs and disbursements of this action and such other and further relief as the Court deems proper.

Dated: Jericho, New York
October 7, 2016

James Sawyer, Esq.
Attorney for Plaintiff
390 N. Broadway, Suite 200
Jericho, NY 11753
(516) 222-4567

STATE OF NEW YORK)
) ss.:
COUNTY OF NASSAU)

The undersigned, an attorney admitted to practice in the courts of New York State, shows: I am the attorney of record for Plaintiff, in the within action; I have read the foregoing COMPLAINT, the same is true to my knowledge, except as to the matters therein stated to be alleged on information and belief, and that as to those matters I believe it to be true.

The grounds of my belief as to all matters not stated upon my knowledge are based upon conferences with my client and documentation in my possession.

This verification is made pursuant to CPLR §3020(d)(3) on the grounds that plaintiff resides in a county other than where the undersigned has an office.

The undersigned affirms that the foregoing statements are true, under the penalties of perjury.

Dated: Jericho, New York
October 7, 2016

JAMES SAWYER

SUPREME COURT OF THE STATE OF NEW
COUNTY OF NASSAU
--x
Robert Yuhas

Plaintiff/Petition

Index 607750/2016

Liberty Life Assurance Company of Boston

Defendant/Responde
--x

NOTICE OF COMMENCEMENT OF ACTION
SUBJECT TO MANDATORY ELECTRONIC

PLEASE TAKE NOTICE that the matter captioned above has been commenced as an electronically filed case in the New York State Courts Electronic Filing System ("NYSCEF") as required by CPLR § 2111 and Uniform Rule § 202.5-bb (mandatory electronic filing). This notice is being served as required by that rule.

NYSCEF is designed for the electronic filing of documents with the County Clerk and the court and for the electronic service of those documents, court documents, and court notices upon counsel and unrepresented litigants who have consented to

Electronic filing offers significant benefits for attorneys and litigants, permitting papers to be filed with the County Clerk and the court and served on other parties simply, conveniently, and quickly. NYSCEF case documents are filed with the County Clerk and the court by filing on the NYSCEF Website, which can be done at any time of the day or night on any day of the week. The documents are served automatically on all consenting e-filers as soon as the document is uploaded to the website, which sends out

The NYSCEF System charges no fees for filing, serving, or viewing the electronic case record, nor does it charge any fees to print any filed documents. Normal filing fees must be paid, but this can be done on-line.

Parties represented by an attorney: An attorney representing a party who is served with this notice must either: 1) immediately record his or her representation within the e-filed matter on the NYSCEF site; or 2) file the Notice of Opt-Out form with the clerk of the court where this action is pending. Exemptions from mandatory e-filing are limited to attorneys who certify in good faith that they lack the computer hardware and/or scanner and/or internet connection or that they lack (along with all employees subject to their direction) the operational knowledge to comply with e-filing

Parties not represented by an attorney: Unrepresented litigants are exempt from efiling. They can serve and file documents in paper form and must be served with documents in paper form. However, an unrepresented litigant

For information on how to participate in e-filing, unrepresented litigants should contact the appropriate clerk in the court where the action was filed or visit www.nycourts.gov/efileunrepresented. Unrepresented litigants also are encouraged to visit www.nycourthelp.gov or contact the Help Center in the court where the action was filed. An unrepresented litigant who consents to e-filing may cease participation at any time. However, the other parties may continue to e-file their court documents in the case.

For additional information about electronic filing and to create a NYSCEF account, visit the NYSCEF website at www.nycourts.gov/efile or contact the NYSCEF Resource Center (phone: 646- 386-3033; e-mail: efile@nycourts.gov).

Dated 10/07/2016

Signature

JAMES SAWYER
Name

JAMES SAWYER ATTORNEY AT LAW
Firm Name

390 North Broadway, Suite 200
Address

Jericho, NY 11753
City, State, and Zip

516-222-4567
Phone

jsawyer@sawyerlaw.com
E-Mail

To: Liberty Life Assurance Company of Boston
2 Jericho Plaza
Jericho, NY 11753

9/3/15

Index No. 607750/2016
SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NASSAU

ROBERT YUHAS,

Plaintiff,

-against-

LIBERTY LIFE ASSURANCE COMPANY OF BOSTON,

Defendant.

SUMMONS and COMPLAINT

JAMES SAWYER, ESQ.
Attorney for Plaintiff
390 North Broadway, Suite 200
Jericho, NY 11753
(516) 222-4567
FAX (516) 222-4585

NEW YORK STATE
DEPARTMENT *of*
FINANCIAL SERVICES
ONE COMMERCE PLAZA
ALBANY, NY 12257

02 1A
0004324779 OCT 18 2016
MAILED FROM ZIP CODE 12210
$ 01.57

Corporation Service Company
Liberty Life Assurance Company of
Boston
80 State Street
Albany, NY 12207